Form OBD-65 Rev. 4-27-77 (Formerly DJ-304) OMB No. 43-R435 Approval Expires Oct. 31, 1981

UNITED STATES DEPARTMENT OF JUSTICE Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

H. William Tanaka d/ba/
Tanaka Walders & Ritger

Check Appropriate Boxes:

Name of Foreign Principal
Japan Metal Flatware Industry ASSN
Japan Gen'l.Merchandise Exporters
Assn.

Check Appropriate Boxes:

- 1. [XX] The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- 2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. [] The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To render general counseling and informational services

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.	
SEE STATEMENT NUMBER 4	

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?1/ Yes [] No [X]

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

April 28, 1983

H. William Tanaka

Name and Title

Attorney

Political activity as defined in Section 1(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LAW OFFICES

TANAKA WALDERS & RITGER

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ROBERT S. SCHWARTZ

LEGAL RETAINER AGREEMENT BETWEEN

JAPAN EXPORT METAL FLATWARE INDUSTRY ASSOCIATION JAPAN GENERAL MERCHANDISE EXPORTERS' ASSOCIATION

AND

H. WILLIAM TANAKA

This will constitute an Annual Retainer Agreement between the Japan Export Metal Flatware Industry Association, Tsubame-shi, Niigata-ken, Japan; The Japan General Merchandise Exporters' Association, World Trade Center Building, 1-4, 2-chome, Hamamatsu-cho, Minato-ku, Tokyo, Japan Chereinafter referred to as "Associations", and H. William Tanaka, of 1919 Pennsylvania Ave., N.W., Washington, D.C. 20006, (hereinafter referred to as "Counsel"), effective for the period of June 1, 1983 through May 31, 1984.

WHEREAS, Associations desire to retain my services as General Counsel, I will undertake to render general counseling and informational services regarding any significant developments in the United States which may affect the importation of stainless steel flatware from Japan. In this connection, it shall be clearly understood that this Retainer Agreement shall not cover services to be rendered in connection with specific cases such as antidumping proceedings, escape clause actions, judicial proceedings and lobbying activities before Congress. Any legal services rendered with respect to specific cases or involving specific representational activities by Counsel shall be paid over and above the retainer amount including reimbursement for any necessary out-of-pocket expenses.

In consideration of the services to be rendered, Associations agree to retain Counsel at an annual retainer fee of \$3,500.00 (Three Thousand Five Hundred Dollars) to be remitted within a reasonable time after execution of this Agreement. The terms of this Agreement shall be for a period of one year.

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JAPAN METAL FLATWARE INDUSTRY ASSOCIATION

Bv: S. Kaneko

Date: <u>April 19.198</u>3

JAPAN GENERAL MERCHANDISE EXPORTERS' ASSOCIATION

BY:_____

E. Goho

Date: April 11,1983

H. WILLIAM TANAKA

General Counsel

Date: 4/1983

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